



REQUEST FOR PROPOSAL (RFP) – BID# 7590554

ON CALL CULTURAL RESOURCES CONSULTING SERVICES MPA # 476

SUBMISSION DEADLINE: Wednesday, March 21, 2018 at 11:30 AM (ET)

PRE-BID CONFERENCE: ☐ NO
☒ YES **Thursday, March 08, 2018 at 9:00 AM (ET)**

Mandatory: ☒ NO
☐ YES: Any vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory pre-bid conference. The representative must register at the pre-bid conference and disclose the identity of the vendor whom he/she represents. Because attendance at the pre-bid conference is mandatory, a vendor's failure to attend and register at the pre-bid conference shall result in disqualification of the vendor's bid proposal as non-responsive to the solicitation.

Location: **RI DEPARTMENT OF TRANSPORTATION**

2 CAPITOL HILL - TRANSPORTATION MGT. CTR. CONFERENCE ROOM
PROVIDENCE, RI

Buyer Name: Kathy Missell
Title: CHIEF BUYER

QUESTIONS Prospective bidders are hereby notified that all questions pertaining to this contract must be submitted to the Department of Transportation in writing through its website at <http://www.dot.ri.gov/contracting/bids> by accessing the questions & answers menu located within the 'contracting', then 'bidding opportunities' link. Response to the submitted questions will also be posted under this link as an addendum as appropriate. Phone calls will not be accepted.

SURETY REQUIRED: NO

BOND REQUIRED: NO

DISK BASED BID: ☒ NO
☐ YES: See attached Disk Based Bidding Information

NOTE TO VENDORS:

Vendors must register on-line at the Rhode Island Division of Purchases website at www.purchasing.ri.gov. Offers received without the completed three-page Rhode Island Vendor Information Program (RIVIP) Generated Bidder Certification Cover Form attached may result in disqualification.

THIS IS NOT A BIDDER CERTIFICATION FORM



**Rhode Island Department of Transportation
Cultural Resources Unit**

Solicitation # 7590554

**Master Price Agreement for
On-Call Cultural Resources Consultant Services**

This Request for Proposals (RFP) is issued by the State of Rhode Island Department of Administration, Division of Purchases, on behalf of the Rhode Island Department of Transportation for the purpose of re-establishing Master Price Agreement (#476) for On-Call Cultural Resources Consultant Services. This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the qualifications presented. There will be no public opening and reading of responses received by the Division of Purchases other than to name those respondents who have submitted Technical Proposals. RIDOT reserves the right to make single or multiple awards.

To be considered responsive under this solicitation, Cultural Resources services must be the primary function or must represent a significant component of the services provided by the Consultant based on recent past experience. Proposed services may include but may not be limited to assisting RIDOT in the identification, evaluation and recording of historic properties as defined by Section 106 of the National Historic Preservation Act of 1966, as amended; preparing documentation in compliance with Section 4 (f) of the Department of Transportation Act of 1966 and Section 6(f) of the Land and Water Conservation Fund Act; conducting historic cemetery delineation and assessment studies; as well as conducting related historic, archaeological, architectural, geological and genealogical studies and impact assessments as needed. The Tasks and Deliverables are provided in the Scope of Work. Personnel to be assigned under this MPA must be cognizant of applicable State and Federal Laws and Regulations as defined herein.

Consultants working under this MPA will assist RIDOT with the following on-call tasks: identify, evaluate, and record historic properties; conduct historic, archaeological, architectural, geological, genealogical and historic cemetery delineation studies; conduct surveys, provide construction monitoring, and conduct impact assessments. Respondents will be required to provide qualified personnel in a timely manner to perform the services as defined and authorized through detailed Task Order protocol. Respondents must demonstrate their capacity to work on multiple assignments simultaneously. Inclusion as a qualified service provider on the MPA is no guarantee of award of Task Orders.

Responses to this solicitation must be in accordance with guidelines as outlined in this request and the State's General Conditions of Purchase which can be accessed online through the *Rhode Island Vendor Information Program (RIVIP)* at: <http://www.purchasing.ri.gov>

PROCUREMENT SCHEDULE

Action Item	Date	Time	Location
Solicitation posted on RIVIP	February 28, 2018		
Non-Mandatory Pre-proposal meeting	March 8, 2018	9:00 am	RIDOT Traffic Management Center Conference Room-2 Capitol Hill, Providence, RI
Deadline for Questions	March 13, 2018	12:00 noon	
Proposals Due	March 21, 2018	11:30 am	RI Dept. of Administration-Division of Purchases-One Capitol Hill, Providence, RI

CONTRACT TERMS AND CONDITIONS

This MPA will be for a base period of three years. RIDOT may elect to extend the Price Agreement annually for an additional two (2) years. At RIDOT's discretion, Year 4 and Year 5 hourly rates may be increased by a maximum of 3% over the previous year's fully inclusive hourly rates.

Respondents shall submit **fully inclusive hourly rates** for the various proposed personnel categories listed. Additional reimbursement will be provided for necessary pre-authorized direct expenses incurred in the course of providing services requested by RIDOT under terms and conditions described in the Scope of Work. The only costs eligible for reimbursement will include expenses associated with printing, graphics, photography, reproduction, archival supplies, archaeological survey supplies, osteological, faunal, botanical and geological laboratory analyses, Carbon 14 dating services, artifact containers, curation storage fees, equipment rental, vehicle rental, machine contractor services and GPR services. Reimbursable expenses shall be without surcharge. Mileage is not a reimbursable expense. **There shall be no other forms of compensation provided.**

No commitment to a specific level of spending is made by this request. Services shall be authorized using individual requests against the Price Agreement and shall be subject to the State's General Conditions of Purchase which is available through the RIVIP website, and any other specific conditions set forth in the Master Price Agreement.

RIDOT retains the right to audit all costs charged under this Agreement during the initial and any extended contract term. All supporting documents for costs charged under this Agreement are to be retained three (3) years after final payment or until three (3) years after settlement of any disputes or litigation associated with the Contract.

PROJECT LIMITS

The geographical limits of the work to be performed under this MPA shall be Statewide.

REGULATING AUTHORITIES

The Consultant must have experience managing projects in compliance with the following State & Federal Laws and Regulations:

- Section 106 of the National Historic Preservation Act of 1966, as amended
- Section 4(f) of the Department of Transportation Act of 1966
- Section 6(f) of the Land and Water Conservation Fund Act
- Rhode Island Historic Preservation Act of 1968
- Section 9 of Public Law 99-647 (November 10, 1986)
- Rhode Island Historic Cemeteries Act of 1992
- U.S. Army Corps of Engineers cultural resources regulations 933 CFR § 325, Appendix C
- Advisory Council on Historic Preservation's regulations, 36 CFR § 800
- Curation of Archaeological Collections, 36 CFR § 79
- Executive Order 11593 of 1971
- National Environmental Policy Act
- RI Historical Preservation Plan (RIHPC 1986)
- Performance Standards and Guidelines for Archaeological Projects (RIHPHC 2007)

KEY PERSONNEL

Personnel categories may not be added to any MPA award; however, additional personnel may be added to any approved category pending RIDOT review and acceptance. Submit resumes or SF 330 form but not both.

Respondent Firms must supply documentation of qualifications for personnel in the following *key personnel categories:

Project Manager

Senior Archaeologist

Senior Architectural Historian

Senior Industrial Historian

Project Archaeologist
Field Archaeologist
Laboratory Supervisor

The Consultant shall provide the following specified personnel possessing *-at a minimum-* the following qualifications:

***Project Manager**

The PM shall have a graduate degree in archaeology, anthropology, architectural history, historic preservation or a closely related field and at least five (5) years of full-time professional experience at a supervisory level. Submit resumes or SF 330 form for the proposed Project Manager along with examples of documentation prepared in support of at least three (3) projects.

***Senior Archaeologist (a.k.a. Principal Investigator)**

The Sr. Archaeologist shall have a graduate degree in archaeology or anthropology with a specialization in archaeology, at least one (1) year of full-time professional experience at a supervisory level in the study of archaeological resources of the prehistoric or historic period and at least four (4) months of supervised field and analytic experience in North American archaeology and demonstrated ability to carry research to completion. This position shall meet the National Park Service standards found at 36 CFR Part 61, Appendix A. Submit resumes or SF 330 for each proposed Senior Archaeologist along with examples of documentation prepared in support of at least three (3) projects.

***Senior Architectural Historian**

The Sr. Architectural Historian shall have a graduate degree in architectural history, art history, historic preservation or a closely related field with coursework in American architectural history; or a bachelor's degree in architectural history, art history, historic preservation, or closely related field, plus one of the following: (a) at least two (2) years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture for an academic institution, historical organization, or agency, museum, or other professional institution; or (b) substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history. This position shall meet the National Park Service standards found at 36 CFR Part 61, Appendix A. Submit resumes or SF 330 form for each proposed Senior Architectural Historian along with examples of documentation prepared in support of at least three (3) projects.

***Senior Industrial Historian**

The Sr. Industrial Historian shall possess a graduate degree in historic preservation, history, art history, or a related field, plus at least two (2) years of professional work experience; or a bachelor's degree in the same fields plus at least four (4) years of relevant experience. At least one (1) year of supervisory experience. Submit resumes or SF 330 form for each proposed Senior Industrial Historian along with examples of documentation prepared in support of at least three (3) projects.

***Project Archaeologist (Prehistoric, Historical, Industrial)**

At a minimum, personnel shall have a graduate degree in anthropology, archaeology or a related field.

A professional in *Prehistoric Archaeology* shall have at least One (1) year of fulltime professional experience at a supervisory level in the study of archaeological resources of the prehistoric period.

A professional in *Historical Archaeology* shall have at least one (1) year of fulltime professional experience at a supervisory level in the study of archaeological resources of the historic period.

A professional in *Industrial Archaeology* shall have at least one (1) year of fulltime professional experience at a supervisory level in the study of archaeological resources at industrial sites.

Submit resumes or SF 330 form for each proposed Project Archaeologist along with examples of documentation prepared in support of at least three (3) projects.

***Field Archaeologist**

At a minimum, personnel shall have an undergraduate degree in anthropology, archaeology or a related field and have at least one (1) year of archaeological fieldwork experience.

***Laboratory Supervisor**

The Lab Supervisor shall possess a graduate degree in anthropology, archaeology or a related field and at least three (3) years of experience managing an archaeological laboratory. A copy of the proposed Laboratory Supervisor's resume shall be provided to RIDOT for approval.

Laboratory Analyst

At a minimum, personnel shall have an undergraduate degree in anthropology, archaeology or a related field and at least two (2) years of laboratory work experience.

Laboratory Assistant/Technician

At a minimum, personnel shall have an undergraduate degree in anthropology, archaeology or a related field and at least one (1) year of laboratory work experience.

Cartographer/ Graphics Specialist

At a minimum, personnel shall have an undergraduate degree in anthropology, archaeology, architectural history, art history, historic preservation or a related field and at least two (2) years of experience developing maps and graphics.

GIS/AutoCAD Specialist

At a minimum, personnel shall have a technical degree or an undergraduate degree in GIS and AutoCAD and at least two (2) years of experience including field experience in GPS and Total Station survey.

Administrative Assistant

At a minimum, personnel shall have a degree from a business school or associates degree and three (3) years of experience working in an office environment.

Technical Editor

At a minimum, personnel shall have an undergraduate degree in English, Technical Writing or a related discipline and at least two (2) years of experience in editing and/or technical writing.

Genealogist

At a minimum, personnel shall have a license or certificate from a genealogical society or institute and at least two (2) years of experience in genealogical research

PROJECT TASKS/DELIVERABLES

As directed by RIDOT, the Consultant shall perform the following Project Tasks and submit the required Deliverables:

A. IDENTIFICATION OF HISTORIC PROPERTIES The Consultant shall review the National and State Registers of Historic Places maintained by the Rhode Island Historical Preservation & Heritage Commission (RIHPHC) in their offices located at 150 Benefit Street, Providence, RI.; review the RIHPHC'S statewide Inventory of Historic and Archaeological resources and identify all of the listed/inventoried historic properties/archaeological sites which are located within each assigned project area.

DELIVERABLES:

1. One set of copies of all those pages of the State Register, and all those pages of the statewide inventory street indices, which include properties/districts located within each assigned project area, with each such property/district clearly marked.
2. One set of copies of all RIHPHC inventory forms, and/or National Register nomination forms, and/or Local Historic District forms, plus any other pertinent information on file at RIHPHC for all of the identified listed/inventoried properties/archaeological sites within each assigned project area.

B. IDENTIFICATION OF ARCHAEOLOGICAL RESOURCES (for projects determined by RIDOT not to require archaeological surveys).

The Consultant shall consult the archaeological site (U.S.G.S. topographic) maps in the RIHPHC file drawers for each project and additionally consult the RIHPHC site files for all archaeological resources shown on the site map to be located within a half-mile of the project area.

DELIVERABLES:

1. One copy of the appropriate RIHPHC archaeological site map (or maps) marked to indicate the project area relative to inventoried sites in the vicinity—provided that there are sites in the vicinity of the project area.
2. One set of copies of all site forms for identified archaeological resources located within a quarter- mile of the project area.
3. A summary list (by RIHPHC inventory #) of archaeological sites identified in the vicinity of the project area.

C. PRODUCT REVIEW/FINAL DELIVERABLES FOR IDENTIFICATION OF HISTORIC PROPERTIES AND ARCHEOLOGICAL RESOURCES

1. Consult with RIDOT on the results of the RIHPHC file review.
2. Conduct field reconnaissance and photography of selected sites that may require additional information and documentation, as directed by RIDOT.
3. Review National Register eligibility opinions with RIDOT for any buildings or structures that may be impacted by the project.
4. For each assigned RIDOT project: assemble all of the products of the historic structures/districts and archaeological resources research performed for that project, together with a cover list noting the numbers of each product type produced, in a single, labeled folder.

D. PROJECT NARRATIVES

The Consultant shall prepare a project narrative form containing the following three (3) sections:

SECTION 1:	Project Description based on a review of project plans and other materials at RIDOT.
SECTION 2:	<i>Description of Recorded Cultural Resources</i> in/adjacent to the project area based on information resulting from review of RIHPHC files.
SECTION 3:	<i>Description of Project Impacts</i> to recorded cultural resources based on research of RIHPHC files and review of project plans and other material at RIDOT.

E. PREPARATION OF SECTIONS 106/4(F)/6(F) DOCUMENTATION

The Consultant shall assemble and review all available information, including information produced as a result of the Identification of Historic Properties and/or the Identification of Archaeological Resources relative to an assigned RIDOT project and all known cultural/Section 106, Section 4(f) and Section 6(f) resources (as defined by the specific process governing review -- Section 106, Section 4(f) and Section 6(f) and 33 CFR 325 App. C) within or near the project area. The Consultant shall also evaluate the proposed project's effects upon all identified cultural/Section 106, Section 4(f) and Section 6(f) resources within or near the project area.

DELIVERABLES

Prepare Draft and Final Section 106, Section 4(f) and Section 6(f) documentation as directed by RIDOT. The documentation to be prepared shall include:

1. Phase I Historic Property Surveys
2. Phase II Historic Property Evaluations
3. Consensus Determinations of Eligibility
4. National Register Nomination Forms
5. Section 106 Documentation Reports
6. Draft and Final Memoranda of Agreement
7. Programmatic and Formal Section 4 (f) Evaluations and Section 6(f) Evaluations

F. ARCHIVAL-QUALITY DOCUMENTATION The Consultant shall prepare archival-quality documentation for a National Register-listed or -eligible property, as directed by RIDOT staff. The Consultant may be directed to follow

Historic American Buildings Survey (HABS), Historic American Engineering Record (HAER) standards, or the State Standards (RIHRA) agreed upon by RIDOT and the RIHPHC.

This task shall be accomplished as follows:

1. Meet with RIDOT to determine project scope and boundaries; review the NPS "Schedule of Documentation" (if one exists) and any existing information from RIDOT files and to establish a schedule of documentation listing the number and format of all deliverables.
2. Review RIHPHC files for existing information on the property to be recorded, as directed by RIDOT.
3. Field record the property as it currently exists, through photography and the preparation of plans/drawings, as necessary to comply with the agreed-upon schedule of documentation.
4. Undertake historical research as necessary to document the age/nature /use/ significance of the property, sufficient to comply with the agreed-upon schedule of documentation.

DELIVERABLES

1. Provide One (1) **non-archival** copy of the written, graphic, and photographic documentation for the recorded property for RIDOT review.
2. One or more (as specified in the agreed-upon schedule of documentation) complete sets of **archival- quality** products, comprising the written, graphic, and photographic documentation for the recorded property.

G. CONDUCT ARCHAEOLOGICAL SURVEYS AND HISTORIC CEMETERY DELINEATION STUDIES

PHASE 1- SURVEYS: The Consultant shall identify archaeological resources within project impact areas determined by the RIDOT to warrant survey. This Phase is divided into two (2) steps.

Step 1 – The Consultant shall collect information from documentary and informant sources to establish context and archaeological potential of the project area. The Consultant shall begin the Step 1 background research following RIDOT approval of the work plan and cost estimate.

Step 1 shall be accomplished as follows:

1. Compile data by reviewing the inventories of the RIHPHC and local historical commissions, societies and museums, local collectors and historians; and researching historic maps, atlases, town histories and other published documents to establish historic and environmental contexts of the project area.
2. Stratify the project area into zones of low, moderate and high archaeological potential based on the collected historic and environmental data.
3. Review results with RIDOT to determine if further treatment will be necessary. If further treatment is deemed necessary, the Consultant shall prepare a work plan, cost estimate and permit application for the **Step 2** survey.

DELIVERABLES-STEP 1

Scope of Work, cost estimate, and RIHPHC archaeological permit application for the **Step 2** Field Investigation shall be prepared for approval by RIDOT. The Scope of Work shall include a discussion of the project area's importance in regional and local history and prehistory, and its relevance to archaeological research and the Rhode Island State Preservation Plan. The Scope of Work shall also provide a description of expected site types, and a discussion of the field and analytical methods needed to locate these sites. The Scope of Work shall be appended to the RIHPHC archaeological permit application for the PHASE I permit to be submitted by RIDOT to the RIHPHC for review and approval.

Step 2 - The Consultant shall conduct field reconnaissance and subsurface testing to identify sites in the project area. The Consultant shall begin the Step 2 field investigation following RIDOT'S approval of the work plan and cost estimate, and the RIHPHC'S approval of the permit application. RIDOT shall be responsible for notifying FHWA for their coordination of all communications with the Narragansett Indian Tribal Historic Preservation Office for this Phase as well as all subsequent phases/investigations.

Step 2 shall be accomplished as follows:

1. Conduct a field reconnaissance or walkover of the project area to verify or refine the data collected during the Step 1 phase. The sampling configurations and intervals employed to detect archaeological remains may vary depending on environmental conditions, cultural context, and the types and sizes of sites expected in the project area. Shovel test pits may be spaced at regular intervals or in clusters as defined by the potential of specific zones. In areas of high archaeological sensitivity, judgmentally placed test units may be the preferred sampling approach. Each assignment under this contract shall require a specific scope of work subject to RIDOT review and approval. In the event cultural remains or features are found, additional shovel test pits may be placed around the artifact or feature-bearing unit to verify the integrity or authenticity of the find. All excavated soils shall be screened through 1/4-inch mesh to recover cultural materials. Stratigraphic information and soil anomalies/features shall be recorded, and a photographic record of the area shall be made.
2. Perform laboratory analyses during Step 2 that include, but are not limited to, soil phosphate tests, pH tests, particle size analysis, artifact identification, floral and faunal identification, qualitative and quantitative manipulation of data, and the cleaning, cataloging and photo-documentation of artifacts.
3. Store and curate all cultural materials and records collected during the project survey, in accordance with the permit regulations of the RIHPHC and 36 CFR §79.
4. Review results with RIDOT to determine if further treatment will be necessary. If further treatment is deemed necessary, the Consultant shall prepare a Scope of Work, cost estimate and RIHPHC archaeological permit application for a site examination (Phase II).

DELIVERABLES-STEP 2

1. Prepare a short technical memorandum for RIDOT that includes a summary of the results of fieldwork and provides recommendations regarding the necessity for further treatment. Accompanying graphics shall include an engineering plan showing test locations and surface features relative to project impacts; representative soil profiles; and profiles and plans of subsurface features. This technical memorandum shall serve as a decision-making tool for RIDOT to either clear the project or expedite further survey in advance of the formal **STEP 2** report. The technical memorandum shall be provided to RIDOT within ten (10) days of completion of fieldwork.
2. At the direction of RIDOT, the Consultant shall prepare and submit a Scope of Work, cost estimate and RIHPHC archaeological permit application for a site examination (PHASE II) survey. The Scope of Work shall include a discussion of each site's relevance to archaeological research and the field and analytical methods needed to evaluate its significance. The Scope of Work and cost estimate shall be appended to the RIHPHC archaeological permit application for the PHASE II permit to be submitted by the RIDOT to the RIHPHC for review and approval.
3. A comprehensive report shall be provided to RIDOT that includes, but is not limited to, a rationale and justification for the sampling strategy; a review of expectations; quantitative and qualitative summaries of artifacts, subsurface features, structures and their distributions; an interpretive discussion of the survey results; and recommendations regarding the necessity for conducting PHASE II investigations. The report graphics shall include, at a minimum, relevant topographic and historic maps depicting the project location; engineering plans showing test unit locations and landscape features relative to project impacts; a summary table or matrix with a breakdown of test locations by survey unit; representative soil profiles; profiles and plans of all subsurface features; photographs or illustrations of diagnostic artifacts; appropriate statistical maps, charts, and tables; a bibliography; and an itemized list of all recovered materials and their proveniences. The Consultant shall submit a draft (near-final) report to RIDOT for review within THIRTY (30) calendar days of completion of fieldwork. The Consultant shall provide additional copies of the final report within 10 days of receipt of CRU staff's review comments.

G. PHASE II - ARCHAEOLOGICAL SITE EXAMINATION

The Consultant shall evaluate the significance and National Register eligibility of each site discovered during the PHASE I survey. The CONSULTANT shall begin the site examination following RIDOT'S approval of the work plan and cost estimate, and the RIHPHC'S approval of the archaeological permit application.

This task shall be accomplished as follows:

- a. Conduct additional documentary research and subsurface testing of those sites determined by RIDOT and the RIHPHC to require further treatment. The purpose of this investigation shall be to establish each site's integrity and function, its temporal and spatial boundaries, and, ultimately, its significance and eligibility for nomination to the National Register of Historic Places. For historic period archaeological sites, additional documentary research including title and deed research will be required to supplement the subsurface investigation in establishing the site's context and significance. For Pre-Contact and Contact Period Native American sites, consultation with the NITHPO shall be required to supplement the field testing in establishing the site's context and significance. In order to define more exact site boundaries, close interval testing with shovel test pits and soil cores shall be added to the Phase I sample. Based on the results of the test pit sampling, a limited number of larger units (1 x 1 or 1 x 2 meter units) may be excavated within artifact and feature concentration areas or around structural remains. In some cases, the use of backhoes or heavy machinery may be appropriate for stripping overburden. A specific scope of work tailored to the research potential of each site shall be submitted to RIDOT for review and approval. All test units shall be excavated by hand and screened through 1/4-inch mesh, and cultural materials and soil samples shall be bagged and labeled with provenience information. Soil profiles and feature plans shall be drawn, and photographs shall be taken of the site areas and cultural features.
- b. Process (wash, measure, and catalog), identify and analyze all recovered artifacts. Floral and faunal materials extracted during flotation of soil samples shall be identified, and charcoal samples shall be processed for dating purposes. Statistical analyses shall be conducted to quantify the frequencies and distributions of materials.
- c. Store and curate all cultural materials and records collected during the PHASE II investigation in accordance with the RIHPHC'S standards and per 36 *CFR* §79.
- d. Review results with RIDOT to determine if further archaeological treatment will be necessary. If further archaeological study is deemed necessary, the Consultant shall prepare a Scope of Work, cost estimate and RIHPHC archaeological permit application for data recovery (PHASE III).

DELIVERABLES:

- a. A brief technical memorandum (end-of-field work summary) shall be provided to RIDOT that provides the results of fieldwork and preliminary analysis, interpretations of these results, and conclusions about each site's eligibility for listing in the National Register. Accompanying graphics shall include a plan of test locations and surface features relative to project impacts; representative soil profiles; and profiles and plans of subsurface features. This technical memorandum shall serve as a decision-making tool for RIDOT in advance of the formal report. The technical memorandum shall be provided to RIDOT within 10 to 20 days of completion of fieldwork.
- b. A comprehensive report shall be submitted to RIDOT that includes, but is not limited to, a summary of the research directives and sampling methodologies employed during the survey; descriptions of the results of the background research, field testing, and analysis; interpretations of these results in the contexts of the research framework and Rhode Island State Preservation Plan; and conclusions about the significance and National Register eligibility of each site. The report graphics shall include, at a minimum, relevant topographic and historic maps depicting the project location; engineering plans showing test unit locations and landscape features relative to project impacts; representative soil profiles; profiles and plans of all subsurface features; photographs or illustrations of diagnostic artifacts; appropriate statistical maps, charts, and tables; a bibliography; and an itemized list of all recovered materials and their proveniences. The Consultant shall submit one (1) draft (near-final) report to RIDOT'S staff for review within 45 days of completion of fieldwork. The Consultant shall provide copies of the final report within 20 days of receipt of RIDOT review comments.
- c. At the direction of RIDOT, the Consultant shall prepare and submit a Scope of Work, cost estimate and RIHPHC archaeological permit application for archaeological data recovery (PHASE III). The Scope of Work shall include a discussion of each National Register-eligible site's importance in prehistory or history and its relevance to archaeological research, and the field and analytical methodologies needed to adequately recover its most significant contents. The Scope of Work and cost estimate shall be appended to the RIHPHC archaeological permit application for the PHASE III permit to be forwarded by RIDOT to the RIHPHC for review and approval.

H. PHASE 3 - ARCHAEOLOGICAL DATA RECOVERY The Consultant shall recover archaeological data from sites that have been determined eligible for listing in the National Register. The Consultant shall begin the data recovery program following RIDOT'S approval of the Scope of Work and cost estimate, and the RIHPHC'S approval of the permit application.

This task shall be accomplished as follows:

- a) Conduct documentary research, particularly for historic period sites, and subsurface testing and laboratory analyses for both historic and prehistoric period sites. The program shall be in compliance with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation and shall take into account the Advisory Council on Historic Preservation's publication, "Treatment of Archaeological Properties", and it shall meet the standards and the requirements of the RIHPHC'S "Standards and Guidelines for Archaeological Surveys". The data collection methods and techniques to be used during the data recovery shall vary depending on the research value of the site. Shovel test units placed systematically across the site may be added to the Phase II sample to refine site boundaries and identify new artifact/feature concentrations or structural remains. Larger units (1 x 1, 1 x 2, or 2 x 2 meter units) may be excavated contiguously within these artifact and feature concentration areas or around structural remains to define activity areas, site formation processes, construction sequences, etc. In some cases, the use of backhoes or heavy machinery may be appropriate for stripping overburden. All units shall be excavated by hand and screened through 1/4-inch mesh, and cultural materials and soil samples shall be bagged and labeled with provenience information. Soil profiles and feature plans shall be drawn, and photographs shall be taken of the site areas and cultural features.
- b) Process (wash, measure and catalog), identify and analyze all recovered cultural materials. As part of the data recovery, specialized analyses may be required to address specific research problems. Analyses frequently performed during a data recovery include pollen and geomorphological studies; analyses of lithic and ceramic technology; identification and analyses of floral and faunal materials (extracted during the flotation of soil samples); and the processing and analyses of charcoal samples for dating purposes. Statistical analyses shall also be conducted to quantify the frequencies and distributions of materials.
- c) Store and curate all materials and records collected during the PHASE III investigation in accordance with RIHPHC'S standards and per 36 CFR §79.

DELIVERABLES

1. A brief technical memorandum shall be submitted to the Department that summarizes the results of fieldwork and preliminary analysis, and acknowledges that all relevant research issues established at the outset of the data recovery program have been addressed. Accompanying graphics shall include a site plan depicting test locations and surface features relative to project impacts; representative soil profiles; and relevant charts, maps, and tables. The Department's CRU staff shall use the technical memorandum to secure site clearance from the RIHPHC in advance of the formal technical report.
2. An annotated outline for the formal technical report, and, if deemed necessary by CRU staff, an annotated outline for a short popular report/pamphlet shall be provided to the Department. The technical memorandum and the technical and popular report outlines shall be provided to CRU staff within 20 days of completion of fieldwork. The Consultant shall address all review comments from the Department's CRU staff and the RIHPHC prior to formal acceptance of these documents by the RIHPHC.
3. A comprehensive technical report shall be provided to RIDOT that includes, but is not limited to, descriptions and justifications of all research directives, sampling methodologies, and analytical techniques employed during the data recovery; descriptions of the results of the background research, field testing, and analyses; interpretations of these results; and conclusions about the collected data in the context of the research framework. The report graphics shall include, at a minimum, relevant topographic and historic maps; site maps showing test unit locations, landscape features, and structures relative to project impacts; representative soil profiles; profiles and plans of all subsurface features; photographs or illustrations of diagnostic artifacts; appropriate statistical charts, graphs, and tables; and computer-generated artifact and feature distribution maps. The report shall also include a bibliography; a glossary of terms, and an itemized list of all recovered materials and their proveniences. The CONSULTANT shall submit TWO (2) draft (near-final) copies of the technical report to the RIDOT for review within 60 days of completion of fieldwork. If requested by RIDOT, the CONSULTANT shall also furnish TWO (2) draft (near-final)

copies of the short popular report/pamphlet within the same 60-day time frame. RIDOT shall provide copies of these draft technical and popular reports to the RIHPHC for review. The CONSULTANT shall address all RIDOT and RIHPHC comments, and submit the final reports to RIDOT staff within 20 days of receipt of the RIHPHC'S written review comments. RIDOT shall determine the number of final technical and popular reports at the outset of the data recovery program.

I. HISTORIC CEMETERY DELINEATION/GENEALOGICAL STUDY The Consultant shall determine through historical research and subsurface investigations as to whether or not unmarked human remains/burials are located within 25 feet of the exterior boundaries of historic cemeteries or if no exterior boundaries exist to determine the presence or absence of human remains/burials within a 25 foot width/corridor extending from the limit of ground disturbance (of the proposed project) to the nearest detectable burial of the cemetery in accordance with the Rhode Island State Historic Cemeteries Act and any applicable municipal historic cemetery ordinances.

This task shall be accomplished as follows:

1. The Consultant shall review existing historical data on the historical cemetery and prepare a Scope of Work, cost estimate and RIHPHC archaeological permit application for conducting the archaeological cemetery delineation for review and approval by RIDOT and upon RIDOT approval, RIDOT shall submit the same to the RIHPHC for review and approval.
2. Upon RIHPHC approval of the permit application, the Consultant shall conduct the subsurface testing to determine whether or not human remains/burials exist in the area designated for investigation; the CONSULTANT shall also conduct genealogical studies for those persons interred per RIDOT direction.

DELIVERABLE

1. A draft report shall be provided to RIDOT that includes a summary of the results of the Archaeological Delineation Study and provides recommendations. Accompanying graphics shall show test locations. The draft report shall also include any genealogical studies prepared on the individuals interred per the direction of RIDOT; the draft report shall be provided to the RIHPHC and any consulting parties for review and comment. Upon RIDOT'S receipt of RIHPHC comments, the Consultant shall submit a final report within 20 days of receipt of said comments from RIDOT.

NOTIFICATIONS TO RESPONDENTS

1. This is a Request for Proposals, not an Invitation to Bid. Evaluation will be based upon the merits of the proposal. There will be no public opening of responses by the Division of Purchases other than to publish the list of firms who responded.
2. It is intended that a Master Price Agreement will be established pursuant to this solicitation. Award(s) will be made to Prime Respondent(s) who by virtue of participating in this solicitation assume full responsibility for all aspects of the services to be provided under the Scope of Work. Joint venture and cooperative proposals will not be considered. Sub-consultant(s), however, will be considered provided any proposed sub-consultant(s) are clearly identified along with a full disclosure as to the type of work to be performed within the Scope of Work.
3. All Respondents MUST register online at the RIVIP'S Internet website at: www.purchasing.ri.gov.
4. A fully completed, signed **RIVIP BIDDER CERTIFICATION COVER SHEET** – *All three pages* must be included in each Technical Proposal. This document must be downloaded off the RIVIP website. Failure to make a complete submission inclusive of this three-page document may result in disqualification. For assistance in registering and/or downloading documents, call (401) 574-8100 and request the RIVIP HELP DESK for technical assistance. Office Hours are 8:30 AM – 4:00 PM.
5. The State does not require E-VERIFY compliance in any of its purchasing and/or hiring of services. However, Respondents are that in compliance with the Federal Acquisition Regulations, any federal contract based on the services requested may require that the State obtain evidence of E-VERIFY compliance from the successful Respondent.
6. The Rhode Island Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d - 2000d-4 and 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, age, or disability in consideration for an award.
7. The selected Firm and sub-contractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The successful Respondent shall carry out applicable requirements of 49 C.F.R., Part 26, Participation of Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, in the award and administration of DOT-assisted contracts. Failure by the successful Respondent to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.
8. At any point during the review process, any proposal found to be substantially non-responsive will be dropped from further consideration.
9. The Consultant will be authorized to proceed with a given Task Order only when written approval is granted by the Project Manager.

10. Management and Point of Contact for these services will be under RIDOT'S Office of Cultural Resources who will be responsible for approval of all staff assigned to the project. RIDOT must be informed of any changes in personnel at any time during the contract term. RIDOT reserves the right to reject personnel and/or if in the event key personnel are no longer available, RIDOT reserves the right to terminate the contract.
11. The Consultant firm will be required to demonstrate its Commitment to Affirmative Action by submitting the firm's current Affirmative Action Plan to the State Office of Diversity and Equal Opportunity for approval.
12. The State may, at its sole option, elect to require presentation(s) by Respondents clearly in consideration for award. Other submissions, certifications, or affirmations may be required, as appropriate.
13. The State reserves the right to accept or reject any or all options, bids, proposals, and to act in its best interest.
14. The State reserves the right to solicit separately for selected initiatives within this Scope of Work.
15. All costs associated with developing or submitting documents in response to this solicitation and/or in providing oral or written clarification of its content shall be borne by the Respondent. The State assumes no responsibility for these costs.
16. It is intended that an award pursuant to this RFP will be made to a Prime Consultant, who will assume responsibility for all aspects of the work. Joint venture(s) will not be considered, but sub-contract(s) are permitted provided the sub-consultant(s) proposed are clearly identified with the type of work to be performed in response to this RFP.
17. Submissions in response to this solicitation are considered to be irrevocable for a period of not less than one hundred twenty (120) days following the established due date and may not be withdrawn without the express written permission of the State Purchasing Agent.
18. Responses misdirected to other State locations or which otherwise are not received by the State Division of Purchases by the established due date for any cause will be determined to be late and will not be considered. The office clock, for the purpose of registering the arrival of a document, is in the reception area of the Department of Administration (DOA), Division of Purchases, One Capitol Hill, Providence, Rhode Island.
19. The Technical Evaluation Committee (TEC) may, at its discretion, contact the top-ranked firm(s) to be called in for interviews. Such interviews will be factored into the final evaluation and ranking of candidates.
20. In accordance with RIGL §5-8 individuals or firms practicing architectural and/or engineering services in the State of Rhode Island must possess a proper registration and/or Certificate of Authorization (COA) at the time of submission. A copy of the current Rhode Island COA for the firm *and* current Rhode Island license(s) for the engineers must be included in Technical Proposal.

The State Board for Design Professionals may be contacted as follows:
(401) 462-9592 or www.bdp.state.ri.us

21. In accordance with RI Gen. Laws 7-1.1-1401, no **foreign corporation** (a corporation established other than in Rhode Island) has the right to transact business in this State until it has procured a Certificate of Authority to do so from the Office of the Secretary of State <http://www.sos.ri.gov/> or (401) 222-2357.
22. All materials submitted to the State for consideration will be considered to be public records as defined in RI Gen Laws 38-2, without exception, and will be released for inspection immediately upon request once an award is made.
23. All contact Consultant(s) have with federal, other state and local agencies, federally-recognized tribes and what are defined under Section 106 as “consulting parties” under this Contract shall be as directed by RIDOT.
24. The geographical limits of the work to be performed under this Contract shall be statewide.
25. All work to be performed under this Contract shall be accomplished on an On-Call basis. The consultant shall provide services under any or all of the below-listed tasks for any particular assignment, as directed by RIDOT.
26. The Consultant shall prepare a work plan, cost estimate, and schedule for each assignment under this Contract as defined and authorized through a detailed Task Order protocol for RIDOT’S written approval prior to the commencement of work on that assignment.
27. The Consultant shall make all necessary revisions/corrections to any product submitted under an assignment, as directed by RIDOT, prior to submission of the final invoice for that assignment.
28. The Consultant agrees to inform RIDOT of any changes to personnel at any time during the contract term. RIDOT reserves the right to reject personnel and/or if in the event key personnel are no longer available, RIDOT reserves the right to terminate the contract.
29. RIDOT reserves the right to refuse to accept the services of any individual staff member under the Price Agreement. In addition, RIDOT reserves the right to request the services for any individual staff member as deemed appropriate.

PRE-PROPOSAL MEETING

A **non-mandatory** Pre-proposal meeting will be held at the RIDOT Transportation Management Center Conference Room located at Two Capitol Hill, Providence, RI on March 8, 2018 at 9:00 am. An addendum will subsequently be posted that will include the sign-in sheet, the topics discussed and the questions addressed.

INSURANCE REQUIREMENTS

The Consultant shall procure and maintain at the Consultant's own expense, insurance coverage for damages assumed by Contract or imposed by law, of the kinds and in the amounts specified, with insurance companies authorized to do business in the State. The insurance shall cover all operations performed under the Contract, whether by the Consultant or by Sub-consultants. **Each policy shall name RIDOT as an additional insured and waive subrogation against the State.** Before commencing the work, the Consultant shall furnish a Certificate of Insurance (ACORD 25) certifying that the policies will not be changed or canceled until 30-days written notice has been given to the Department.

QUESTIONS

Questions regarding this solicitation shall be posted at RIDOT'S "*Bidding Opportunities*" web page accessible at: www.dot.ri.gov. Follow the link to *Doing Business with Us* ► *Bidding Opportunities* ► *View All New Projects Available for Bid*. Select the question mark "?" next to the applicable project to submit questions. Responses to questions will also be posted at this site. Questions will not be accepted **after noon on March 13, 2018**. Upon the close of questions, all questions received and responses posted by RIDOT will be subsequently posted as an addendum at the RIVIP Website and therefore incorporated as part of this contract.

DUE DATE/LOCATION

Submit **six (6) copies** of the **Technical Proposal** to the Division of Purchases by **MARCH 21, 2018 at 11:30 am** at the address listed below. Each Proposal shall also include an electronic (pdf) version clearly labeled on a CD or flash drive and attached to the inside cover of each Proposal.

Proposals may be mailed, hand delivered, or delivered by express service in a sealed envelope marked: "**RFP 7590554 ON-CALL CULTURAL RESOURCES CONSULTANT SERVICES**"

**RI Department of Administration
Division of Purchases (2nd fl)
One Capitol Hill
Providence, RI 02908-5855**

REQUIRED FORMS

In addition to the *RIVIP Bidder Certification Cover Sheet* the following six (6) forms shall be completed and included in the Technical Proposal. All Forms except for IRS W-9- must be completed and submitted in each proposal submission. Submit one unbound copy of IRS W-9 Form.

<i>To be completed by PRIME and Sub-Consultant(s):</i>	
<u>DEBARMENT FORM:</u> (Attached)	Must be completed and signed by an authorized agent of your Firm

<u>LOBBYING FORM:</u> (Attached)	Enter project information on Page 1 (Description, etc.); Firm must complete Form and submit signed by an authorized agent of your Firm.
<u>CONFLICTS DISCLOSURE STATEMENT:</u> (Attached)	Completed Form(s) must be signed and submitted accordingly. At a minimum, Form shall be submitted by Board of Directors and key personnel to be assigned to Project.
<i>To be completed by PRIME only:</i>	
<u>W-9 FORM:</u> **	Must be completed and signed by authorized agent of your Firm. Form may be downloaded @ www.purchasing.ri.gov .
<u>CERTIFICATION FOR TITLE VI ASSURANCE:</u> (Attached)	Shall be completed and submitted accordingly
<u>DBE SPECIAL PROVISION</u> (Attached)	Shall be completed and submitted accordingly

PROPOSAL FORMAT

Technical Proposals shall be GBC or spiral bound in a single volume and printed on 8½" x 11" paper printed on both sides. Pages shall be sequentially numbered and shall not exceed 25 pages, not including exhibits. Proposals shall include and Table of Contents and Tabs that cross reference each requirement.

Transmittal Letter: A Letter of Transmittal must accompany each response signed by an authorized agent of the firm.

RIVIP Bidder Certification Form: All three (3) pages must accompany each Proposal.

RIDOT Scope of Work and Addenda: Include RIDOT's original RFP and Addenda as an Appendix.

BACKGROUND AND RELEVANT EXPERIENCE

- **Company Introduction:** Provide evidence of expertise relative to services requested. Respondents are also required to include a complete description and other relevant information documenting organizational structure, business background and office locations.
- **Relevant Firm Experience:** Include a comprehensive listing of similar current and past projects and/or clients served providing services related to this Scope of Work. References must be provided of at least three (3) previous clients which include at a minimum: description of each project/services, client name, complete address, timeframe, contact person including telephone number. By so listing, specific permission is granted to RIDOT to contact said individuals to verify the satisfactory performance of services provided.

ORGANIZATION AND STAFFING

Staff Qualifications: Include an overview of key personnel utilizing the following:

1. Current List of key personnel currently on staff
2. Standard Federal Form 330 must be completed by the PRIME Respondent.
This form may be downloaded at <https://www.gsa.gov/forms-library/architect-engineer-qualifications>
3. Clarification of Personnel Assignment & Mandatory Qualifications Form (attached)
4. Resumes (or SF 330) for proposed key personnel, office location and applicable certifications

Sub-Consultant Qualifications: List the firms and delineate the type of services they will provide. Include a Cover Letter from each Sub-Consultant to the Prime Consultant prefacing each sub-consultant proposal. Full disclosure of the proposed project team requires 1) Listing by Name/Title of experienced personnel currently on staff, 2) resumes of proposed personnel to be assigned to this project, including identification of the key Project Manager, and 3) the approximate percentage of each employee's time to be expended on this project

DISADVANTAGED BUSINESS ENTERPRISE GOAL

This contract has been assigned a 5% Disadvantaged Business Enterprise (DBE) Goal. In order to comply with this requirement, a detailed disclosure of RI certified DBE firm(s) and proposed task assignment(s) to be performed must be included along with a copy of current state certification letter(s). DBEs must be certified at the time of proposal submission. Be advised that this requirement will apply for the duration of each Contract. The selected Prime Consultant will be responsible to submit Monthly DBE Utilization Reports utilizing RIDOT's Civil Rights software, currently PRISM.

A list of current Rhode Island State certified DBE firms may be obtained through the State's Office of Diversity, Equity & Opportunity website @ www.odeo.ri.gov.

Questions related to this requirement should be directed to:

RIDOT Office of Business and Community Resources
Room 110, Two Capitol Hill
Providence, RI 02903
(401) 222-3260

EVALUATION

Proposals will be evaluated by the Technical Evaluation Committee (TEC) comprised of members of the RIDOT Division responsible for the project under consideration.

A written evaluation and ranking of each proposal will be prepared by the TEC incorporating factors based upon the criteria listed below. It is anticipated there will be multiple awards. All responsible and qualified offers receiving a score of 70 OR GREATER will be included in the Master Price Agreement

Upon completion of the written evaluation of all Technical Proposals the TEC may, at its discretion, contact the top-ranked candidate firm(s) to be scheduled for interviews. Such interviews will be factored into the final evaluation and ranking of candidates.

EVALUATION CRITERIA

- **Capability and Qualifications of the Consultant** **50 POINTS**
 - As evidenced by firm's relevant experience in providing a wide range of on-call cultural resources assignments performed simultaneously and demonstrated accuracy in reporting
- **Qualifications of Available Staff** **25 POINTS**
 - As evidenced by proposed team's academic credentials, professional experience, subject matter expertise and technical competence to effectively assist RIDOT with administering the Cultural Resources program
- **Firm Workload** **25 POINTS**
 - As evidenced by firm's capacity to supply sufficient qualified staff upon short notice for a wide range of on-call assignments performed simultaneously along with its track record for superior performance on past projects.

TOTAL: 100 POINTS

Minimum Acceptable: 70 POINTS

Respondents must earn a minimum score of 70 points to qualify for inclusion on this MPA.

Respondents must include pricing as part of proposal submission. However, final selection will be solely qualification based; pricing will not be scored as part of final evaluation process.

PRICING

Hourly Rates Provide a detailed profile of certifications and itemized hourly rates for each personnel job class . Rates are requested for straight time hours only; these hourly rates are to be **fully inclusive** of all direct charges including wages, fringe benefits and profit. Prices are requested to be fully disclosed for each of the three years on the form provided.

ON-CALL CULTURAL RESOURCES CONSULTANT SERVICES

COMPANY NAME: _____

PAGE 1- CLARIFICATION OF PERSONNEL ASSIGNMENT & MANDATORY QUALIFICATIONS: Please arrange NAMES in like groups and designate information as follows UNDER appropriate category; Firms MUST designate personnel and required qualifications in order to assign PRICE to any or all personnel categories. **PRICE ALONE WILL NOT BE ACCEPTED.**

NAME/ CATEGORY	*PROJECT MANAGER MUST possess the minimum necessary requirements to qualify			*SR. ARCHAEOLOGIST MUST possess the minimum necessary requirements to qualify				*SR. ARCHITECTURAL HISTORIAN MUST possess the minimum necessary requirements to qualify			*SR. INDUSTRIAL HISTORIAN MUST possess the minimum necessary requirements to qualify			*PROJECT ARCHAEOLOGIST MUST possess the minimum necessary requirements to qualify			*FIELD ARCHAEOLOGIST MUST possess the minimum necessary requirements to qualify	
Indicate applicable information next to candidate name	GRAD DEGREE Required Course Of Study <u>AS CITED</u>	MIN 5 YEARS EXP <u>AS CITED</u>	Provide Example THREE Projects <u>AS CITED</u>	GRAD DEGREE Required Course Of Study <u>AS CITED</u>	MIN 1 YEAR EXP <u>AS CITED</u>	MIN 4 MOS Field EXP <u>AS CITED</u>	Provide Example THREE Projects <u>AS CITED</u>	GRAD DEGREE Required Course Of Study <u>AS CITED</u>	<u>EITHER</u> MIN 2 YEARS Work Experience in research, writing or teaching <u>OR</u> through research or publication <u>AS CITED</u>	Provide Example THREE Projects <u>AS CITED</u>	<u>EITHER</u> GRAD DEGREE/ Required Course Of Study <u>PLUS</u> 2 YEARS Work EXP and 1 YEAR Supervisory	<u>OR</u> BACHELOR DEGREE/ Required Course Of Study <u>PLUS</u> 4 YEARS Work EXP and 1 YEAR Supervisory	Provide Example THREE Projects <u>AS CITED</u>	GRAD DEGREE Required Course Of Study <u>AS CITED</u>	MIN 1 YEAR EXP <u>AS CITED</u>	Provide Example THREE Project	UNDER GRAD DEGREE Required Course Of Study <u>AS CITED</u>	MIN 1 YEAR ARCH Field Exp <u>AS CITED</u>

*To be considered eligible under this MPA - at minimum - Respondent Firms must supply evidence of qualified personnel in the "SHADED" categories listed above. MANDATORY PERSONNEL CATEGORIES (7) INCLUDE: PROJECT MANAGER, SR. ARCHAEOLOGIST, SR. ARCHAEOLOGICAL HISTORIAN; SR. INDUSTRIAL HISTORIAN, PROJECT ARCHAEOLOGIST, FIELD ARCHAEOLOGIST and LABORATORY SUPERVISOR. RESPONDENTS MAY SUBMIT MULTIPLE SHEETS AS NEEDED.

ON-CALL CULTURAL RESOURCES CONSULTANT SERVICES

COMPANY NAME: _____

PAGE 2 - CLARIFICATION OF PERSONNEL ASSIGNMENT & MANDATORY QUALIFICATIONS: Please arrange NAMES in like groups and designate information as follows UNDER appropriate category; **Firms MUST designate personnel and required qualifications in order to assign PRICE to any or all personnel categories. PRICE ALONE WILL NOT BE ACCEPTED.**

NAME/ CATEGORY	*LABORATORY SUPERVISOR MUST possess the minimum necessary requirements to qualify		LABORATORY ANALYST MUST possess the minimum necessary requirements to qualify		LABORATORY ASSISTANT/ TECHNICIAN MUST possess the minimum necessary requirements to qualify		CARTOGRAPHER/ GRAPHICS SPECIALIST MUST possess the minimum necessary requirements to qualify		GIS/ AUTOCAD SPECIALIST MUST possess the minimum necessary requirements to qualify		ADMINISTRATIVE ASSISTANT MUST possess the minimum necessary requirements to qualify		TECHNICAL EDITOR MUST possess the minimum necessary requirements to qualify		GENEALOGIST MUST possess the minimum necessary requirements to qualify	
Indicate applicable information next to candidate name	GRAD DEGREE Required Course Of Study <u>AS CITED</u>	MIN 3 YEARS EXP <u>AS CITED</u>	UNDERGRAD DEGREE Required Course Of Study <u>AS CITED</u>	MIN 2 YEARS EXP <u>AS CITED</u>	UNDERGRAD DEGREE Required Course Of Study <u>AS CITED</u>	MIN 1 YEAR EXP <u>AS CITED</u>	UNDERGRAD DEGREE Required Course Of Study <u>AS CITED</u>	MIN 2 YEARS EXP <u>AS CITED</u>	TECHNICAL OR UNDERGRAD DEGREE <u>AS CITED</u>	MIN 2 YEARS EXP <u>AS CITED</u>	ASSOCIATES or BUSINESS DEGREE	MIN 3 YEARS OFFICE EXP <u>AS CITED</u>	UNDERGRAD DEGREE Required Course Of Study <u>AS CITED</u>	MIN 2 YEAR EXP <u>AS CITED</u>	LICENSE OR CERTIFICATE from GENEALOGICAL Society or Institute	MIN 2 YEARS EXP <u>AS CITED</u>

*To be considered eligible under this MPA - at minimum - Respondent Firms must supply evidence of qualified personnel in the "SHADED" categories listed above.

MANDATORY PERSONNEL CATEGORIES (7) INCLUDE: PROJECT MANAGER, SR. ARCHAEOLOGIST, SR. ARCHAEOLOGICAL HISTORIAN; SR. INDUSTRIAL HISTORIAN, PROJECT ARCHAEOLOGIST, FIELD ARCHAEOLOGIST and LABORATORY SUPERVISOR. RESPONDENTS MAY SUBMIT MULTIPLE SHEETS AS

PRICING: Submit *Fully Inclusive Hourly Rates*

NOTE: To be considered responsive under this MPA - Respondent Firms -at a minimum- must supply documentation of qualified personnel in key personnel categories 1-7. Additional personnel categories may not be added after award. However, additional personnel may be added to approved categories **pending RIDOT approval**

***REQUIRED PERSONNEL – CATEGORIES 1-7**

	<u>Applicable Certification</u>	7/1/18- 6/30/19	7/1/19- 6/30/20	7/1/20- 6/30/21
1. Project Manager *	_____	\$_____	\$_____	\$_____
2. Sr. Archaeologist/ Principal Investigator *	_____	\$_____	\$_____	\$_____
3. Sr. Architectural Historian*	_____	\$_____	\$_____	\$_____
4. Sr. Industrial Historian*	_____	\$_____	\$_____	\$_____
5. Project Archaeologist*	_____	\$_____	\$_____	\$_____
6. Field Archaeologist*	_____	\$_____	\$_____	\$_____
7. Laboratory Supervisor *	_____	\$_____	\$_____	\$_____
8. Laboratory Analyst	_____	\$_____	\$_____	\$_____
9. Laboratory Assist./Technician	_____	\$_____	\$_____	\$_____
10. Cartographer/ Graphics Specialist	_____	\$_____	\$_____	\$_____
11. GIS/AutoCAD Specialist	_____	\$_____	\$_____	\$_____
12. Administrative Assistant	_____	\$_____	\$_____	\$_____
13. Technical Editor	_____	\$_____	\$_____	\$_____
14. Genealogist	_____	\$_____	\$_____	\$_____

CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**

Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

INSTRUCTIONS FOR CERTIFICATION:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility And Voluntary
Exclusion - - Lower Tier Covered Participants**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant _____ (name of Authorized Agent), _____ (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial of award, but, will be considered in determining contractor responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

Signature of Authorized Agent

Date

Certification for Federal-Aid Construction/Consultant Contracts

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

(R.I.D.O.T. APPENDIX C)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046
(see reverse for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Report Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, mi): _____	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, mi): _____	
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary): _____	
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. this disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____
For Federal use Only:		Authorized for Local Reproduction Standard Form - LLL-A

DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

CONFLICTS DISCLOSURE POLICY

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

RE: _____

I am employed as a _____ of _____
[TITLE] [COMPANY]
and to the best of my knowledge:

☐ **I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.**

☐ **I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):**

NAME	TITLE	RIDOT DIVISION

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

DATE _____

This document is used for Internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.



**USDOT Standard Title VI/Nondiscrimination
Assurances for Contractors
DOT Order 1050.2A**

I, _____ Name _____, _____ Job Title _____, a duly
authorized representative of _____ Company _____
do hereby certify that the organization affirmatively agrees to the provisions set forth by U.S. DOT
Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)

Signature of Authorized Official

Date

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on

- the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Last Update: November 2017

DBE SPECIAL PROVISION
DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION CERTIFICATION FOR
CONTRACTORS AND CONSULTANTS

With respect to the above numbered project, I hereby certify that I am the _____
and duly authorized representative of _____ whose address is _____
_____.

I do hereby certify that it is the intention of the above organization to affirmatively seek out and consider Disadvantaged Business Enterprises to participate in this contract as contractors, subcontractors and/or suppliers of materials and services. I agree to comply with the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 26.

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the State Department of Transportation has reviewed and approved the affirmative actions taken by the above organization.

DEFINITIONS:

A "Broker," for purposes of this provision, is a DBE that has entered into a legally binding relationship to provide goods or services delivered or performed by a third party.

A "DBE Contractor" or "DBE Subcontractor," for purposes of this provision, is a DBE that has entered into a legally binding relationship with an obligation to furnish services, including the materials necessary to complete such services.

"Disadvantaged Business Enterprise" or "DBE," for purposes of this provision, means a for-profit small business concern certified by the Rhode Island Department of Administration, under U.S. Department of Transportation certification guidelines (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any corporation, in which 51 percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

A "Joint Venture," for purposes of this provision, is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

A "Manufacturer," for purposes of this provision, is a DBE that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications.

A "Regular Dealer" is a DBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the

Rev.09/26/2017

public in the usual course of business. In the sale of bulk items, such as cement, asphalt, steel and stone, a DBE firm may be considered a "regular dealer" if it owns and operates the distribution equipment used to deliver its products. Any additional equipment used by a regular dealer shall be through long-term lease agreements rather than on an ad hoc or contract-by-contract basis.

"Race conscious" measures (goals) or programs are those that are focused specifically on assisting DBEs.

"Race neutral" measures (goals) or programs are those that are, or can be, used to assist all small businesses, including DBEs.

"Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121), and that does not also exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

"Socially and economically disadvantaged individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian Tribe¹, Alaska Natives, or Native Hawaiians;
 - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - e. "Subcontinent Asian Americans," this includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
 - f. Women; and
 - g. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such as time as the SBA designation becomes effective.
3. Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

¹ A "tribally-owned concern" means any concern at least 51 percent (51%) owned by an Indian tribe as defined in 49 CFR 26.5.

I. GENERAL REQUIREMENTS AND SANCTIONS:

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage (listed in Section II. A. below), and subtracting the dollar value of the work actually performed by DBE contractors. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraphs below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department, or such remedy as the Department deems appropriate. Greater detail of the rules and regulations regarding DBE utilization can be found in the Rules and Regulations for RIDOT DBE Program.
- C. Brokering of work by DBEs is not allowed and is a contract violation unless DBE is a certified DBE broker. A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.
- D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at <http://odeo.ri.gov/>.
- E. The utilization of Disadvantaged Business Enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the Contractor shall include:
 - 1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
 - 2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
 - 3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
 - 4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
 - 5. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A Consultant will be required to sign this Certification at the time of the contract execution or the award of contract will be nullified.

II. PRE-AWARD REQUIREMENTS:

- A. Prior to contract award and within five (5) days from the opening of bids, the contractor/consultant shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal':
 - 1. Appoint an EEO Officer to administer the Contractor's DBE obligations.
 - 2. Submit to the RIDOT Construction Section for approval any subcontractor and/or supplier, and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the

- work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Design Section, and include the name of the DBE, scope of work, and the actual dollar value.
3. Each construction subcontract submitted shall be accompanied by a completed "DBE Utilization Plan" that specifies the items of work to be performed and the contractor's commitment to complete each subcontract entered into with a DBE pursuant to meeting the contract goal stated herein.
 4. Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- B. In the event that the cumulative percentages submitted do not equal or exceed the contract goal, RIDOT will conduct a good faith effort (GFE) review to determine the extent of the prime contractor's efforts to seek out DBEs and afford adequate subcontracting opportunities to meet the contract goal. Evidence in support of the prime's actions must be submitted using RIDOT's Good Faith Effort Form (GFEF). This form contains examples of the types of evidence set forth in 49 CFR Part 26, Appendix A. RIDOT will consider this and other relevant evidence in making its GFE determination.
1. Where RIDOT has determined that the prime contractor made every good faith effort to meet the contract goal, the contract shall be awarded.
 2. Where RIDOT has determined that the prime contractor failed to make every good faith effort in meeting the contract goal, the contract shall not be awarded, and an opportunity for administrative reconsideration shall be provided.

III. CONSTRUCTION PERIOD REQUIREMENTS:

A. Counting of Participation and Commercially Useful Function (CUF)

The total dollar value of a prime contract awarded to a DBE will be counted toward the DBE requirement. Likewise, all subcontract work performed by a DBE will count toward the DBE requirement.

The allowable value of a subcontract with DBE participation will be treated as the commitment of the prime contractor toward meeting the contract goal. The specific rules for crediting DBE participation toward contract goals are as follows:

1. When a DBE participates in a contract, RIDOT will consider only the value of the work actually performed by the DBE toward DBE goals. RIDOT includes the entire amount of that portion of a construction contract (or other contract not covered by paragraph (3) of this section) that is performed by the DBE's own forces. RIDOT credits the cost of supplies and materials purchased or leased by the DBE subcontractor for the work of the contract. However, supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate are not counted toward participation.
2. RIDOT credits the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a *joint venture*, RIDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

RIDOT will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.

1. A DBE performs a CUF when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.
2. Suppliers: A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor's probable needs, a supplier, not a contractor, may place orders for production with manufacturers.
3. "Pass through" supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass through operations are not commercially useful functions and will not be counted toward contract goals.
4. Management: The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.
5. Workforce: In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control, see paragraph 9 of this section. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.
6. Trucking: RIDOT will consider the following factors in determining whether a DBE trucking company is performing a CUF. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - a. The DBE itself must own and operate at least one fully licensed, insured, and operational vehicle being used on the contract.
 - b. The DBE must receive compensation for the total value of the services it provides on the contract using vehicles it owns, insures, and which are operated by drivers it employs.
 - c. The DBE may lease vehicles from another DBE firm, including an owner-operator who is certified as a DBE. The DBE which leases vehicles from another DBE shall receive credit for the total value of the services the lessee DBE provides on the contract.
 - d. The DBE may also lease vehicles from a non-DBE firm, including from an owner-operator. The DBE which leases vehicles from a non-DBE is entitled to credit for the total value of

services provided by non-DBE lessees not to exceed the value of services provided by DBE-owned vehicles on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

Example to this subsection (6) (d): DBE firm X uses two of its own trucks on a contract. It leases two trucks from DBE firm Y and six trucks from non-DBE firm Z. DBE credit would be awarded for the total value of transportation services provided by firm X and firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by firm Z, DBE credit could be awarded only for the fees or commission pertaining to those trucks firm X receives as a result of the lease with firm Z.

- e. For purposes of this subsection, a lease must indicate that the DBE has exclusive use of and control over vehicles used on the project. This does not preclude vehicles from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased vehicle. Leased vehicles must display the name and identification number of the DBE.
7. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:
- a. For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
 - b. If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
 - c. If the materials or supplies are purchased from a DBE regular dealer, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.
 - d. With respect to flaggers, when flaggers are provided, RIDOT will count 60 percent of the labor. When traffic signs are included with flaggers, the work will be counted as 100 percent.
 - e. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.
8. Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
- a. Compensation is determined by the amount of work accomplished, rather than being paid on an hourly basis.
 - b. The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.

- c. The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
 - d. Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.
9. All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing agreements, as necessary. (Off-the-road equipment, such as "Euclids," may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:
- a. A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.
 - b. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
 - c. The personnel must have a specialized expertise which has not been mastered by the DBE's own skilled/supervising/managerial personnel.
 - d. Such personnel must be placed on the DBE's payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
 - e. The deployment of such personnel must be accomplished within the framework of a mentor-protégé agreement; or for emergency purposes, by contract change order. All instances of combining personnel must be for developmental purposes in which teaching/demonstration/consulting to the DBE must occur.
 - f. Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, lacking a mentor-protégé agreement which is being carried out in good faith, is not consistent with the CUF guidelines.
 - g. To place entire work crews on DBE's payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
 - h. A DBE may need to lease/rent equipment, except for over-the-road trucks, in order to be properly equipped to execute the work of a mentor-protégé agreement. In such cases where the DBE has investigated several possible sources of such equipment within a reasonable geographical area to the project, the DBE may find the best offer was made by the prime contractor or another subcontractor on the project. In such cases, the DBE may rent/lease such equipment from the prime or another subcontractor, provided that the use of such equipment is material to demonstrating/teaching objectives set forth in the mentor-protégé agreement. Thus, the DBE's regular employees, not those temporarily furnished by the prime contractor, or another subcontractor, shall operate such equipment for the majority of the time during which the equipment is used in the work of the DBE subcontractor under the mentor-protégé agreement.
 - i. A DBE's use of equipment owned by a prime contractor or another subcontractor or without an appropriate mentor/protégé program is inconsistent with the CUF guidelines and will result in noncompliance.
10. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the

time of the execution of the contract or issuance of the purchase order, RIDOT will not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i).

11. RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.
12. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

B. DBE Replacement and Termination:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RIDOT's written consent as provided in this section; and unless RIDOT's consent is provided under this paragraph, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

1. Good Cause for Replacement or Termination

The prime contractor must provide the Department's OCR with a copy of its "Intent to Substitute /Terminate" notice to the DBE setting forth the reasons for the request. This notice must advise the DBE that it has five (5) days to respond (to prime and State) with objections and why the State should not approve the prime's proposed action.

After adequate notice by the Contractor, if any DBE is unable to perform work committed toward the goal, the DBE shall provide to the OCR a signed statement stating why it is unable to complete the work. The Contractor shall document its efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. In the event the Contractor is not able to find replacement DBE work, the Contractor must provide the OCR with documentation clearly evidencing its good faith efforts. Contractors are prohibited from terminating for convenience any DBE firm used to fulfill a commitment pursuant to meeting the contract goal stated herein.

Prior to substitution or termination of a DBE subcontractor, the contractor shall demonstrate good cause and obtain written approval from the OCR.

In accordance with 49 CFR Part 26.53 good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract;
- b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- c. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- f. RIDOT determines that the listed DBE subcontractor is not a responsible contractor;
- g. The listed DBE subcontractor voluntarily withdraws from the project and provides to RIDOT written notice of its withdrawal;
- h. The listed DBE is ineligible to receive DBE credit for the type of work required;

- i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- j. Other documented good cause that RIDOT determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies that RIDOT deems appropriate.

2. Good Faith Efforts to Replace

When a DBE subcontractor is terminated as provided in paragraph (1) of this section, or fails to complete its work on the contract for any reason, RIDOT requires the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RIDOT established for the procurement. The good faith efforts shall be documented by the contractor. If RIDOT requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and RIDOT shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The determination shall be made by the DBELO, under the criteria established below.

If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the change order as well as to the original contract. In the event of significant change orders, good faith efforts are required dependent upon the type of change order; RIDOT determines on a case-by-case basis what constitutes good faith efforts in the context of a particular change order. This could include modifying the contract goal amount applicable to the change order if circumstances warrant. When a change order decreases work, i.e. RIDOT determines specific line items are no longer necessary on a contract or there is a quantity change on an item, no good faith effort must be shown. However, when an increase of work occurs or there is a termination of a DBE, good faith efforts must be shown in accordance with the preceding requirements.

C. Monthly Payment Certifications:

All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. RIDOT's Prompt Payment Clause applies to both DBE and non-DBE subcontracts. The Contractor is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

D. Joint Check Procedure for DBEs:

A prime contractor must receive written approval by the Department's DBELO before using a joint check for materials/supplies called for under a subcontract with a DBE. Joint check requests shall be submitted by the prime contractor to the Department's OCR in writing along with a Joint Check Affidavit and the subcontract agreement. The following are general conditions that must be met regarding joint check use:

1. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE;
2. The second party (typically the prime contractor) acts solely as a guarantor;
3. The DBE must release the check to the supplier;
4. The subcontract agreement must reflect the total contract value, including the cost of materials and installation; actual payments for work performed by the DBE may reflect labor only; and
5. The DBE remains responsible for negotiation of price, determining quality and quantity, ordering materials and installing (where applicable) and paying for the material itself.

IV. FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE

Prior to receiving final payment, the Contractor shall provide to the Resident Engineer certification of the dollars paid to each DBE firm using Form "DBE Request for Verification Payment." The certification shall be dated and signed by a responsible officer of the Contractor and by the DBE. Falsification of this certification will result in sanctions listed in Sections I. of this provision.

If this contract contains a DBE goal, the Contract Compliance Officer with the OCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.

When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and subcontractor on the "Certification of Progress Payment" form, the Prime Contractor shall release all retainage held by the Prime Contractor within thirty (30) days of satisfactory completion of the subcontractor's work. The subcontractor shall submit to the Prime Contractor the final executed form within ten (10) days of receipt of payment.

Signature of Contractor or Consultant

Date